

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of)
Liberty University, Inc.)
WQLU(FM), Lynchburg, Virginia)
NAL/Account No. MB-202341410024
FRN: 0004990974
Facility ID No. 37248

ORDER

Adopted: September 29, 2023

Released: September 29, 2023

By the Chief, Audio Division, Media Bureau:

I. INTRODUCTION

1. In this Order, we adopt the attached Consent Decree entered into by the Media Bureau (Bureau) and Liberty University, Inc. (Licensee), the licensee of a noncommercial educational (NCE) and student-run FM station, WQLU(FM), Lynchburg, Virginia (Station). The Consent Decree resolves the Bureau’s investigation into Licensee’s operation of the Station, and statements Licensee made to the Commission regarding the Station’s operations.

2. The Bureau and Licensee have negotiated the attached Consent Decree in which Licensee stipulates that it violated (1) section 301 of the Act, and section 73.1350 of the Commission’s Rules (Rules) by operating the Station at a variance from its licensed parameters,¹ and (2) section 1.17(a)(2) of the Rules by making incorrect statements regarding the Station’s operations to the Commission.² Pursuant to the Consent Decree, Licensee agrees to surrender the Station’s License and to make a Ten Thousand Dollar (\$10,000) civil penalty payment to the United States Treasury.

3. After reviewing the terms of the Consent Decree, we find that the public interest will be served by its approval and by terminating all pending proceedings relating to the Bureau’s consideration of potential violations of the Act and the Rules.

4. Based on the record before us, we conclude that nothing in that record creates a substantial and material question of fact as to whether Licensee possesses the basic qualifications to continue to be a Commission licensee.³

5. Accordingly, IT IS ORDERED that, pursuant to sections 4(i), 4(j) and 503(b) of the Communications Act of 1934, as amended,⁴ and by the authority delegated by sections 0.61 and 0.283 of the Commission’s rules,⁵ the Consent Decree attached hereto IS ADOPTED without change, addition, or modification.

¹ 47 U.S.C. § 301; 47 CFR § 73.1350.

² 47 CFR § 1.17(a)(2).

³ Licensee also holds FCC authorizations for seven noncommercial educational (NCE) full power FM stations, a commercial full power FM station, nine NCE FM translators, and one commercial FM translator. Unlike the Station, these stations are not student-run.

⁴ 47 U.S.C. § 154(i).

⁵ 47 CFR §§ 0.61, 0.283.

6. **IT IS FURTHER ORDERED** that the license for radio station WQLU(FM), Lynchburg, Virginia **IS CANCELLED**.

7. **IT IS FURTHER ORDERED** that the investigation by the Media Bureau of the matters noted above **IS TERMINATED**.

8. **IT IS FURTHER ORDERED** that copies of this Order shall be sent by First Class and Certified Mail, Return Receipt Requested, to Liberty University, Inc., 3765 Candler's Mtn Road, Lynchburg, VA 24506, and its counsel, Timothy G. Nelson, Brooks Pierce, 1700 Wells Fargo Capitol Center, 150 Fayetteville Street, Raleigh, NC 27601.

FEDERAL COMMUNICATIONS COMMISSION

Albert Shuldiner
Chief, Audio Division
Media Bureau

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CONSENT DECREE

1. The Media Bureau of the Federal Communications Commission and Liberty University, Inc. (hereafter "Licensee," as defined below), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Media Bureau's inquiry into the Licensee's operation of FM station WQLU(FM), Lynchburg, Virginia (hereafter "Station," as defined below), and statements Licensee made to the Commission about the Station's operations. To resolve this matter, Licensee agrees to terminate the Station's license and pay a civil penalty in the amount of Ten Thousand Dollars (\$10,000).

II. DEFINITIONS

- 2. For purposes of this Consent Decree, the following definitions shall apply:
(a) "Act" means the Communications Act of 1934, as amended, 47 U.S.C. §151 et. seq.
(b) "Adopting Order" means an Order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
(c) "Bureau" means the Media Bureau of the Commission.
(d) "Civil Penalty" means the payment Licensee has agreed to pay to the United States Treasury.
(e) "Commission" or "FCC" means the Federal Communications Commission and all of its bureaus and offices.
(f) "Effective Date" means the date on which the Bureau releases the Adopting Order.
(g) "Execution Date" means the date by which both the Bureau and the Licensee have signed the Consent Decree.
(h) "Inquiry" means the Bureau's inquiry into Licensee's operation of the Station, and statements Licensee made to the Commission regarding the Station's operations;
(i) "Licensee" means Liberty University, Inc. (FRN: 0004990974), and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
(j) "Parties" means Licensee and the Bureau, each of which is a "Party."
(k) "Rules" means the Commission's regulations found in Title 47 of the Code of Federal Regulations;
(l) "Station" means WQLU(FM), Lynchburg, Virginia (Facility ID No. 37248).
(m) "Violations" means the violations of section 301 of the Act, and sections 1.17(a)(2), and 73.1350 of the Rules, which are stipulated in paragraph 14 of this Consent Decree.

III. BACKGROUND

3. Section 301 of the Act prohibits the operation of a broadcast station except under, and in accordance with, a Commission-granted authorization. Section 73.1350 of the Rules specifies that “[e]ach licensee is responsible for maintaining and operating its broadcast station in a manner which complies with the technical rules set forth elsewhere in this part and in accordance with the terms of the station authorization.” Section 1.17(a)(2) prohibits applicants from providing material information to the FCC that is incorrect without a reasonable basis for believing such information is not incorrect or misleading.

4. The Station is a student-operated noncommercial educational radio station. Between May 12, 1993, and December 2, 2020, Licensee was authorized to operate the Station from a site located on Candler’s Mountain at 37 degrees 20 minutes 56.5 seconds North, 79 degrees 10 minutes 4 seconds West.¹ Between September 2011 and October 2, 2017, Licensee operated the Station from a different site located on Monogram Hill at 37 degrees 21 minutes 32 seconds North, 79 degrees 9 minutes 32 seconds West. Licensee obtained special temporary authority for the Station’s non-conforming operations.² However, that authority lapsed on May 25, 2015.

5. In June 2019, Licensee filed an application to renew the Station’s License.³ Because none of Licensee’s certifications raised any concerns, the unopposed application was routinely processed and granted on September 25, 2019.

6. In August 2020, for the first time in more than five years, Licensee requested special temporary authority to operate the Station from Monogram Hill.⁴ As the Bureau reviewed this request, it determined that Licensee’s previous special temporary authority to operate from Monogram Hill had lapsed. Given this lapse in special temporary authority, Licensee’s statement in its initial request for special temporary authority that the tower at Candler’s Mountain had been dismantled,⁵ and the fact that Licensee had not sought authorization to operate the Station from a new site, the Bureau sent Licensee a letter of inquiry, which sought information about the Station’s operations since its last special temporary authority to operate the Station from Monogram Hill had expired.⁶

7. Licensee timely responded to the Commission’s letter of inquiry and notified the Bureau that the Station had resumed operation “with its licensed facilities” as of October 3, 2017.⁷ However, in its response to the letter of inquiry,⁸ Licensee revealed that the Station had resumed operations from a different tower and at different geographic coordinates—37 degrees 20 minutes 57.8 seconds North, 79 degrees 10 minutes 4.8 seconds West—than specified in the Station’s license. On December 2, 2020, Licensee obtained a license to operate with those facilities.⁹

¹ See Application File No. BLED-19930211KF.

² See Application File Nos. BSTA-20110906AAN (Initial STA Request), BSTA-20111025AAF, BSTA-20120302AAV, BESTA-20120904AAO, BESTA-20130306ABN, BSTA-20141113AAO.

³ See Application File No. 74652.

⁴ See Application File No. BSTA-20200819AAG.

⁵ See Initial STA Request at Exh. 4.

⁶ Letter from Albert Shuldiner, Chief, Audio Division, Media Bureau, to Liberty University, Inc. (dated Oct. 26, 2020).

⁷ Letter from Kathleen Victory, Counsel to Liberty University, Inc., to Marlene Dortch, Secretary, FCC (dated Nov. 20, 2020).

⁸ Letter from Kathleen Victory, Counsel to Liberty University, Inc., to Marlene Dortch, Secretary, FCC (dated Nov. 24, 2020).

⁹ See Application File No. 127053.

8. In light of the compliance issues uncovered by the Inquiry, the Parties have agreed to enter into this Consent Decree by which both the Licensee and the Bureau intend to be legally bound.

IV. AGREEMENT

9. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order.

10. **Jurisdiction.** Licensee agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree, and has the authority to enter into and adopt this Consent Decree.

11. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date. As of the Effective Date, this Consent Decree shall have the same force and effect as any other order of the Commission. Licensee agrees that it is required to comply with each individual condition of this Consent Decree. Each specific condition is a separate condition of the Consent Decree as approved. To the extent that Licensee fails to satisfy any condition or Rule, in the absence of Commission alteration of the condition or Rule, it will be deemed noncompliant and may be subject to possible enforcement action, including, but not limited to, revocation of the relief, designation of the matter for hearing, letters of admonishment and/or forfeitures. Any violation of the Adopting Order or the terms of this Consent Decree shall constitute a separate violation of a Commission order, entitling the Commission to exercise any rights and remedies attendant to enforcement of a Commission order.

12. **Termination of Inquiry.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Inquiry. In consideration for such, Licensee agrees to the terms, conditions, and procedures contained herein.

13. The Bureau agrees that, in the absence of new material evidence, the Bureau will not use the facts developed in this Inquiry through the Effective Date, or the existence of this Consent Decree, to institute, on its own motion or in response to any petition to deny or other third-party objection, any new proceeding, formal or informal, or take any action on its own motion against Licensee concerning the matters that were the subject of the Inquiry. The Bureau also agrees that, in the absence of new material evidence, it will not use the facts developed in the Inquiry through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or to set for hearing the question of Licensee's basic qualifications to be a Commission licensee or to hold Commission licenses or authorizations.¹⁰ Finally, the Bureau agrees that neither the facts developed in this Inquiry through the Effective Date nor the existence of this Consent Decree disqualify Licensee from applying for or holding any FCC authorization for which Licensee is qualified, including but not limited to a low power FM station authorization for a station that will be managed and operated on a day-to-day basis by students.

14. **Admission of Liability.** Licensee hereby stipulates that (1) the Station operated at a variance from its licensed parameters for more than 5 years in violation of section 301 of the Act, and section 73.1350 of the Rules, and (2) Licensee violated section 1.17(a)(2) of the Rules by providing material factual information that was incorrect without a reasonable basis for believing that such material factual information was correct and not misleading. However, Licensee believed in good faith that the change in the Station's tower site could be considered a correction of licensed coordinates rather than a site change, and thus Licensee did not intentionally provide false information to the Commission.

15. Pursuant to section 503(b)(2)(E) of the Act, in exercising its forfeiture authority, the Commission may consider, among other things, "any history of prior offenses" by Licensee.¹¹ Licensee acknowledges that the Commission or its delegated authority may consider Licensee's admission of

¹⁰ See 47 CFR § 1.93(b).

¹¹ See 47 U.S.C. § 503(b)(2)(E).

liability in this Consent Decree in proposing any future forfeiture against Licensee in the event Licensee is determined to have apparently committed a violation of the Act, the Rules, or of any orders of the Commission after the Effective Date, whether related to the Violations or otherwise.

16. **Civil Penalty.** Licensee agrees to pay a Civil Penalty to the United States Treasury in the amount of Ten Thousand Dollars (\$10,000), within thirty (30) calendar days after the Effective Date. Licensee acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty shall become a “Claim” or “Debt” as defined in Section 3701(b)(1) of the Debt Collection Improvement Act of 1996.¹² Licensee will also send electronic notification of payment to Heather Dixon at Heather.Dixon@fcc.gov on the date said payment is made.

17. **Payment.** Payment of the Civil Penalty must be made by credit card, ACH (Automated Clearing House) debit from a bank account using CORES (the Commission’s online payment system),¹³ or by wire transfer. Payments by check or money order to pay a civil penalty are no longer accepted. Below are instructions that payors should follow based on the form of payment selected:¹⁴

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. A completed Form 159 must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to RROGWireFaxes@fcc.gov on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 may result in payment not being recognized as having been received. When completing FCC Form 159, enter the Account Number in block number 23A (call sign/other ID), enter the letters “FORF” in block number 24A (payment type code), and enter in block number 11 the FRN(s) captioned above (Payor FRN).¹⁵ For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.
- Payment by credit card must be made by using the Commission’s Registration System (CORES) at <https://apps.fcc.gov/core/userLogin.do>. To pay by credit card, log-in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” from the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the NAL/Acct. No. The bill number is the NAL Acct. No. (e.g., NAL/Acct. No. 1912345678 would be associated with FCC Bill Number 1912345678). After selecting the bill for payment, choose the “Pay by Credit Card” option. Please note that there is a \$24,999.99 limit on credit card transactions.
- Payment by ACH must be made by using the Commission’s Registration System (CORES) at <https://apps.fcc.gov/core/paymentFrmLogin.do>. To pay by ACH, log in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” on the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the NAL/Acct. No. The bill number is the NAL/Acct. No. (e.g., NAL/Acct. No. 1912345678 would be associated with FCC Bill Number 1912345678). Finally, choose the “Pay from Bank Account” option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which

¹² Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

¹³ Payments made using CORES do not require the submission of an FCC Form 159.

¹⁴ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6), or by e-mail at ARINQUIRIES@fcc.gov.

¹⁵ Instructions for completing the form may be obtained at <https://www.fcc.gov/Forms/Form159/159.pdf>.

payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

18. **Further Violations.** Licensee acknowledges that the Bureau retains the discretion and authority to propose sanctions against Licensee, including the issuance of notices of apparent liability for forfeitures, for any apparent willful and/or repeated violation by Licensee of the Act, or the Rules that occurs during the term of this Consent Decree.

19. **Waivers.** As of the Effective Date, Licensee waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal, or stay, or to otherwise challenge the validity of this Consent Decree and the Adopting Order. Licensee shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission), brings a judicial action to enforce the terms of the Consent Decree or Adopting Order, neither Licensee nor the Commission shall contest the validity of the Consent Decree or Adopting Order, and Licensee shall waive any statutory right to a *trial de novo*. Licensee hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act, 5 U.S.C. Section 504 and 47 CFR Section 1.1501 *et seq.*, relating to the matters addressed in this Consent Decree.

20. **Severability.** The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

21. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it will become null and void and may not be used in any manner in any legal proceeding.

22. **Subsequent Rule or Order.** The Parties agree that if any provision of this Consent Decree conflicts with any subsequent Rule or Order adopted by the Commission (except an Order specifically intended to revise the terms of this Consent Decree to which Licensee does not expressly consent), such provision will be superseded by such Rule or Order.

23. **Successors and Assigns.** Licensee agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

24. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties concerning the Inquiry and the Violations.

25. **Modifications.** This Consent Decree cannot be modified or amended without the advance written consent of both Parties.

26. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

27. **Authorized Representative.** Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

28. **Counterparts.** This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

**MEDIA BUREAU
FEDERAL COMMUNICATIONS COMMISSION**

By: 
Albert Shuldiner
Chief, Audio Division, Media Bureau

Date: 9/29/2023

LIBERTY UNIVERSITY, INC.

By: _____
Maj. Gen. (Ret.) Dondi E. Costin, Ph.D., President

Date: _____

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**MEDIA BUREAU
FEDERAL COMMUNICATIONS COMMISSION**

By: _____

Albert Shuldiner
Chief, Audio Division, Media Bureau

Date: _____

LIBERTY UNIVERSITY, INC.

By: 

Maj. Gen. (Ret.) Dondi E. Costin, Ph.D., President

Date: 27 September 2023